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AGREEMENT

BETWEEN

THE BETHLEHEM TOWNSHIP EDUCATION ASSOCIATION

AND THE

BETHLEHEM TOWNSHIP BOARD OF EDUCATION

✓ 1981 - 1982

LIBRARY  
Institute of Management and  
Labor Relations

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Kinderhook County

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PREAMBLE

This Agreement entered into this 16th day of June, 1981, by and between the Board of Education of BethTehem Township, Asbury, RD, New Jersey, 08802, hereinafter called the "Board" and Bethlehem Township Education Association, hereinafter called the "Association".

The Teacher Association and the Board of Education of Bethlehem Township, Hunterdon County, New Jersey, do hereby agree that the welfare of the children of the school district is paramount in the operation of the Bethlehem Township School District and will be promoted in all the effective ways possible.

In its philosophy of education, the Board and the Association recognize that providing a quality education for the students of the Bethlehem Township School District is their primary aim and that the character of such education depends predominatly upon the quality of teaching, the availability of materials, the utility of facilities, and the application of professional ethical processes in administration.

In consideration of the following mutual philosophy, it is hereby agreed as follows:

## ARTICLE 1

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment consistent with Chapter 123, P.L. 1974, the unit described as non-administrative teachers.

#### B. Definition of Teacher

Unless otherwise indicated, the term "teachers," when used herein-after in this Agreement, shall refer to all non-administrative teachers employed by the Board and represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE 2  
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment, provided such negotiations are requested by the Association's exclusive representative. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed after adoption by both the Board and the Association.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by a written document agreed to and signed by both parties.

ARTICLE 3  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

2. Aggrieved person

An "aggrieved person" is the teacher or teachers or the Association making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

Since it is important to both parties that grievances be processed as rapidly as possible, and in good faith, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The length of time specified may, however, be extended by mutual agreement.

2. Year-end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, both parties should attempt to reduce the time limits set forth herein, so that the grievance procedure may be exhausted prior to the end of the school year or as soon as practicable thereafter.

3. Level One - Principal

A teacher with a grievance shall first discuss it with his principal either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Article 3 - continued

If the aggrieved person is not satisfied with the discussion, the teacher or the Association may within five (5) school days and if within thirty (30) calendar days of the action giving rise to the grievance, may set forth the grievance in writing to the principal. The written grievance shall state: a) the grievant's name; b) the date of the written grievance; and, c) the specific remedy sought by the grievant.

The principal shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written grievance.

4. Level Two - Board of Education

The grievant may appeal the principal's decision to the Board of Education. The appeal to the Board of Education must be in writing and filed within five (5) school days of receipt of the principal's written decision.

The Board of Education, or its designated committee, shall meet with the grievant and his representatives within fifteen (15) school days to discuss the grievance. The Board shall issue a written decision concerning the grievance no later than five (5) school days after this meeting. The decision of the Board at this level is final insofar as the dispute relates to Board policies or administrative decision.

5. Level Three - Arbitration

If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within five (5) school days of the Board meeting, the Association may submit the grievance to arbitration if the dispute concerns the express written terms of the labor Agreement. A request for a list of arbitrators may be made either to the American Arbitration Association or the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the designated agency in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and Association, holding hearings promptly and shall issue a decision not later than thirty (30) days from the close of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue submitted. The arbitrator may not amend or modify the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

Article 3 - continued

6. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in any strike. The Board accordingly agrees, during the period of this Agreement, that it will not lockout employees.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved teacher may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the ARTICLE.

ARTICLE 4  
TEACHER RIGHTS

A. Required Meetings or Hearings

Whenever any teacher is required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Payment of the teacher's salary during suspension shall be at the discretion of the Board of Education.

B. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades based upon the professional judgment of available criteria pertinent to any given subject area or activity to which they are responsible and within the grading policy of the Bethlehem Township School District subject to consultation with the Administrator.

ARTICLE 5  
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available at reasonable hours all public information, pertinent to Board business, in order to assist the Association in processing any grievance or complaint and developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

B. Use of School Buildings

The Association and its representatives may be granted upon notification to the Superintendent the privilege to use school buildings at all reasonable hours for proper Association meetings. The Superintendent shall be notified in advance of the time and place and probable duration of all such meetings.

C. Use of School Equipment

The Board extends the following privilege to the Association:

A. The use of facilities and equipment, designated by the Board, when not otherwise in use. The Association is to pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE 6  
TEACHER WORK YEAR

A. In-School Work Year

The school calendar shall be established by the Board of Education upon the recommendation of the Superintendent after his/her consultation with representatives of the Teachers' Association. However, the Board and Association recognize that the established calendar may be altered due to inclement weather, or other cause, which necessitates the cancellation and rescheduling of school sessions.

## ARTICLE 7

### TEACHING HOURS AND TEACHING LOAD

- A. Teachers are expected to devote to their assignment the time necessary to meet their responsibilities, and shall be required to sign in and sign out.
- B. The arrival and departure time for all teachers shall remain in accord with the established policy of the Board of Education.
- C. Teachers may leave the building, upon notification to the principal, during their scheduled duty-free lunch period.
- D. Evening Meetings

Teachers may be required to attend no more than six (6) evening assignments or meetings each school year.

- E. Faculty Meetings

Teachers may be required to stay after the end of the regular work day, without additional compensation, for the purpose of attending no more than two (2) one hour faculty/curriculum meetings per month.

- F. Teacher Plan Books

All teachers will maintain a plan book on a week by week basis, and submit the plan book to the building administrator on a weekly basis. Plan books will be turned in to the office at the end of the year and returned to the teacher prior to commencing of school in September.

- G. Substitute Coverage

In those cases where substitutes are not available and regular teachers are used as substitutes during their preparation times, the teacher shall be paid at the rate of \$6.00 per hour. Payment for such coverage shall be made at the end of the school year.

## ARTICLE 8

### TEACHER EMPLOYMENT

#### A. Placement on Salary Schedule

Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of each school year. Any teacher employed prior to January 15 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

#### B. Notification of Sick Leave Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

#### C. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30. In the event the Agreement is not adopted by the April 30 date, then no later than five (5) days after the adoption.

ARTICLE 9

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Method of Payment

1. Summer Pay Plan

Each teacher may individually elect to have a percentage of his/her monthly salary deducted from his/her pay for the purpose of deposit in the Hunterdon County School Employees Federal Credit Union, as designated by the Teachers Association. These funds will be deposited monthly and shall then be subject to the rules and regulations of the Hunterdon County School Employees Federal Credit Union. The Board of Education shall have no further responsibility for these funds. Remittance of deposit to the Credit Union shall be no later than five (5) days following the last monthly pay period.

2. Final Pay

Teachers shall receive their final checks and returning teachers shall receive the pay schedule for the following year upon completion of their responsibilities and release by the principal.

ARTICLE 10  
TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their tentative salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than April 30. A list of said tentative schedules and assignments shall be simultaneously supplied to the Association.

2. Revisions

In the event of changes in schedules, class and/or subject assignments, building assignments, or room assignments are proposed after April 30, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly revised between the principal or his/her representative and the teacher affected and at his/her option a representative of the Association.

B. Traveling Teachers

Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twenty (20¢) cents per mile for all driving done between arrival of the first location at the beginning of their workday and subsequent locations until the end of their workday, provided, however, that if the distance from the teacher's home to his first location or from the teacher's last location to his home is greater than the distance between the teacher's home and his base school, he shall be reimbursed for the difference at the rate of twenty (20¢) cents per mile.

C. Vacancies

1. No later than May 1 of each school year the principal shall supply to the Association, and post in the office, a list of the known vacancies which are expected to occur during the following school year.

2. Teachers who desire a change in grade may file a written statement of such desire with the Superintendent not later than May 5 of each school year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

3. If a vacancy arises during the school year, the Teacher Association shall be notified.

## ARTICLE 11

### LEAVES OF ABSENCE

#### A Types of Leave

Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

##### 1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the principal for such personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section. During the term of this Agreement, only emergency personal days will be granted on the day immediately before and after a holiday.

##### 2. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

#### B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE 12

### MEDICAL INSURANCE PROTECTION

To be eligible for medical insurance protection, a teacher must be employed for a minimum of one-half full teaching schedule.

A. The Board of Education shall pay all premiums for Blue Cross, Blue Shield, Rider J and Major Medical Insurance coverage under the New Jersey State Health Plan and the New Jersey Dental Service Plan subject to their policies and procedures, for the full twelve (12) month period (applicable during the summer months only to teachers who plan on returning to employment with this school district in September of the following school year, otherwise for the term of the teacher's contract) for each teacher and each member of the teacher's immediate family (spouse and eligible children) residing with him/her providing that the teacher, and such family members, take all steps necessary to qualify themselves for such coverage.

The Board of Education shall pay all premiums for a prescription and vision-care plan as outlined in A above, except that teachers covered by this Agreement will pay any rate increases for the prescription and vision-care plan for the 1981-82 school year by equal paycheck deductions.

Coverage to begin as soon as possible on/after July 1, 1981.

Rates have been established at:	RX	Single	4.35
		Family	10.24
Vision	Single	5.14	
	Family	16.46	

## ARTICLE 13

### UNUSED SICK DAY BENEFITS

A. This applies only to those teachers who have taught a minimum of eighteen (18) years in the Bethlehem Township School District.

#### STAGE I

Covers teachers who fulfill the basic requirement listed in the opening statement and have taught eighteen (18) to twenty (20) years in the district. Maximum number of sick days is 200. Fractional part used for benefit is 5-1. Maximum number of days that can be used based on the fractional part is 40. Payment is based on 85 per cent of the average of the teachers last three years salary times the fractional part used for benefit not to exceed the maximum. Payments under Stage I will be made over two years.

#### STAGE II

Covers teachers who fulfill the basic requirements listed in the opening statement and have taught twenty-one (21) to twenty-four (24) years in the district. Maximum number of sick days is 240. Fractional part used for benefit is 4-1. Maximum number of days that can be used based on the fractional part is 60. Payment is based on 85 per cent of the average of the teachers last three years salary times the fractional part used for benefit not to exceed the maximum. Payments under Stage II will be made over two years.

#### STAGE III

Covers teachers who fulfill the basic requirements listed in the opening statement and have taught twenty-five (25) to twenty-nine (29) years in the district. Maximum number of sick days is 290. Fractional part used for benefit is 3-1. Maximum number of days that can be used based on the fractional part is 97. Payment is based on 85 per cent of the average of the teachers last three years salary times the fractional part used for benefit not to exceed the maximum. Payments under Stage III will be made over three years.

#### STAGE IV

Covers teachers who fulfill the basic requirements listed in the opening statement and have taught thirty (30) or more years in the district. Maximum number of sick days is 300. Fractional part used for benefit is 2-1. Maximum number of days that can be used based on the fractional part is 150. Payment is based on 85 per cent of the average of the teachers last three years salary times the fractional part used for benefit not to exceed the maximum. Payments under Stage IV will be made over three years.

ARTICLE 14

FRINGE BENEFITS

A. To be eligible for fringe benefits, a teacher must be employed for a minimum of one-half teaching schedule.

B. Teacher Improvement Training

In line with the Board's policy of maintaining the best educational system possible within the means of the school community, and recognizing the need for continual educational advancement within the policy, the Board agrees to pay tuition charges for successful completion of enrichment or professional improvement courses taken by teachers upon prior notification and approval of the administration of subject material to be studied concurrent with their period of employment. Non approval of any courses applicable to the field of education is subject to grievance as outlined in grievance procedure. The following conditions must be followed:

1. To be eligible, a teacher must have received a second year contract and worked one day on same.
2. Reimbursement shall be made up to \$450 per school year. Courses started on or before June 15 will be credited to the year in which the course is started.
3. The Board of Education shall agree to compensate teachers for expenses of workshops, seminars, conferences, and in-service training sessions not to exceed the cost of thirty-five (\$35.00) dollars per teacher, provided the teacher receives prior Board approval at which time the Board will prepare a voucher for the service. Services over thirty-five (\$35.00) dollars will be considered by the Board based on merit and prior approval.

ARTICLE 15

SCHOOL CURRICULUM COMMITTEES

Teachers assigned and who have agreed to work on Curriculum Committees during the summer shall be paid a salary commensurate to the specific curriculum study undertaken and to be completed as designated by the Board of Education.

## ARTICLE 16

### REPRESENTATION FEE

#### A. Purpose of Fee

If an employee does not become a member of the Association during any membership year, ie: September 1 through August 31 which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative and said fee will not be used for partisan political or ideological activities or causes or applied toward the cost of benefits available only to members of the majority representatives.

#### B Amount of Fee

##### 1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

##### 2. Legal Maximum

In order to adequately offset the per capita costs of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee will not exceed 85% of that amount as the maximum presently allowed by law. The Association and Board of Education will adhere to any changes that would take place in the law.

#### C. Deduction and Transmission of Fee

##### 1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph 2 below the full amount of the representation fee and promptly will transmit the amount so deducted to the Association. The Association will certify to the Board prior to the start of each membership year that the amount of representation fee to be assessed does not exceed 85% of the dues, fees and assessments and provide the Board with a demand and return procedure.

Article 16 - continued

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his/her employment previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this article, the mechanics for the deduction of the representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

## ARTICLE 17

### EVALUATION PROCEDURES

#### Frequency

A. Non-tenured teachers shall be observed through classroom visitation by a certified supervisor at least three (3) times in each school year and tenured teachers at least one (1) time in each school year to be followed in each instance by a written evaluation report and by a conference between the teacher and his/her immediate supervisor. Each observation shall consist of at least a complete lesson.

B. No more than one observation/classroom visitation required under A. above shall occur on the same day. No required observation/classroom visitation shall occur prior to the completion of the evaluation conference following the previous observation/classroom visitation.

C. Evaluation conferences shall occur within ten (10) calendar days of the observation.

#### Open Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

#### Copies of Evaluations

A. A teacher shall be given a copy of any evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

#### Reports

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

a. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required heretofore in this Article.

b. Such reports shall be addressed to the teacher.

Article 17 - continued

c. Such reports shall be written in narrative form and shall include, when pertinent:

- (1) Strengths of the teacher as evidenced during the period since the previous report.
- (2) Areas of improvement needed by the teacher as evidenced during the period since the previous report.
- (3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

Final Evaluation

A. The end-of-the-year evaluation of a teacher shall be determined by a compilation of the required evaluations as provided in this Article.

## ARTICLE 18

### DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1982, subject to the Association's and the Board's right to negotiate an amended or successor agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. Copies of this Agreement, after it has been signed, shall be reproduced and the cost shared equally by the Board and the Association. These copies shall be presented to each teacher now employed, hereafter employed, or considered for employment by the Board, during the term of this Agreement.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to provisions of the Agreement, either party shall do so in writing.

BETHLEHEM TOWNSHIP EDUCATION  
ASSOCIATION:

By Margaret R. Ball

By Charles W. Rice

BETHLEHEM TOWNSHIP BOARD OF  
EDUCATION:

By Ronald W. K. Jr. Pus.

By Ethel Hopcock, Secretary

SALARY SCHEDULE - 1981-82

<u>STEP</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA/ BA + 30</u>	<u>MA + 15 MA in Field</u>
1	\$11,050	\$11,350	\$12,100	\$12,200
2	11,855	12,155	12,905	13,005
3	12,568	12,903	13,640	13,700
4	13,310	13,603	14,332	14,392
5	13,983	14,276	15,005	15,065
6	14,595	14,888	15,293	15,677
7	15,207	15,500	15,895	16,136
8	15,869	16,286	16,896	16,969
9	16,666	17,106	17,547	17,834
10	17,223	17,683	18,148	18,455
11	17,725	18,209	18,698	19,029
12	18,229	18,736	19,248	19,602
13	18,733	19,262	19,797	20,174
14	19,267	19,788	20,347	20,745

All teachers who go above the guide for the reason they have accumulated 15 years of teaching experience, will receive \$1,720, plus any and all longevity increments which are applicable.

All teachers above 15 years of teaching experience will receive \$1,795, plus any and all longevity increments which are applicable.

- Longevity Increments:
1. Upon completion of the 14th year on the salary guide, teachers will receive a longevity increment of \$950.00.
  2. Upon completion of the 20th year, teachers will receive an additional \$300.00.